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State *v.* Patterson, 52 Kan. 335; Com. *v.* Price, 10 Gray (Mass.) 472, 71 Am. Dec. 668; State *v.* Dawson (Mo., 1894), 27 S. W. Rep. 1104; Olive *v.* State, 11 Neb. 1; State *v.* Hardin, 2 Dev. & B. (N. Car.) 407; State *v.* Kent (N. Dak., 1895), 62 N. W. Rep. 631; Allen *v.* State, 10 Ohio St. 287; Watson *v.* Com., 95 Pa. St. 424; Black *v.* State, 59 Wis. 471.

Though the failure to do so is not error. Woods *v.* Com., 86 Va. 929, 931, 11 S. E. 798; Reg. *v.* Boyes, 1 B. & S. 311, 101 E. C. L. 311; State *v.* Banks, 40 La. Ann. 736; Com. *v.* Holmes, 127 Mass. 424, 34 Am. Rep. 391; Com. *v.* Chase, 147 Mass. 599; Cheatham *v.* State, 67 Miss. 335; Black *v.* State, 59 Wis. 471.

Contracts of Hiring at Will.—In Warden *v.* Hinds, 14 Va. Law Register 284, we reported a decision of the United States Circuit Court of Appeals holding that a contract of indefinite hiring is merely a hiring at will, and it was pointed out in a note that Prof. Minor's contention, that such a hiring is presumed to be for a year, must be unsound. Our views as expressed there have been re-enforced by the well settled case of Brookfield *v.* Drury College (Mo.), 123 S. W. 86, in which it is held that an indefinite hiring at so much per day, or per month, or per year, is a hiring at will, and may be terminated by either party at any time, and no action can be sustained in such case for a wrongful discharge.

Negligence—Public School—Duty to Maintain School Premises—Injury to Pupil Caused by Neglect to Repair.—In Ching *v.* Surrey County Council (1910), 1 K. B. 736, the plaintiff, a pupil at a public elementary school, was injured by his foot being caught in a hole in an asphalt pavement in the school premises, which it was the duty of the defendants, by statute, to keep in repair. The court of Appeal (Lord Halsbury, and Moulton, and Farwell, L. JJ.) held, affirming the judgment of Bucknill, J., that the plaintiff was entitled to recover damages for the injury so occasioned.

The rule prevailing in most of the jurisdictions is that in the absence of statute a school district is not liable to a pupil resulting from a defective condition of the schoolhouse. Lane *v.* District Township Woodberry, 58 Iowa 462, 12 N. W. 478.

This for the reason that school districts are quasi corporations organized solely for public purposes, and the duties of the trustees or boards of education, entrusted with the management and care of the property of such districts, is public and administrative only. School District No. 11 *v.* Williams, 38 Ark. 454; Bank *v.* Brainard School District, 49 Minn. 106, 51 N. W. 814; Ford *v.* School District, 121 Pa. 543, 15 Atl. 812, 1 L. R. A. 607; Hotchkiss *v.* Plunkett, 60 Com. 230, 22 Atl. 535.

And in like manner it is held that a city or town which has as-